

TRAFFIC TERMINATION AND COMPENSATION AGREEMENT

This Agreement for Transport and Termination of Traffic ("Agreement") between TDS Metrocom LL("TDS Metrocom") and TelNet Worldwide, Inc. ("TelNet") (collectively referred to as the "Parties") is effective upon its execution between the undersigned Parties, each of whom provide telecommunication services within the state(s) of Wisconsin, Michigan, and Illinois. This Agreement supersedes all other agreements between the undersigned parties with respect to the subject matter of this Agreement.

This Agreement is intended to establish the methodology for the exchange of and compensation for Traffic between TDS Metrocom and TelNet. As used in this Agreement, "Traffic" means (i) telecommunications traffic subject to reciprocal compensation obligations pursuant to 47 U.S.C. 251(b)(5) ("Section 251(b)(5) Traffic"), (ii) ISP-Bound traffic, and/or (iii) Toll Access Service. In addition, "Party" means either Party to this agreement.

As used in this Agreement, "Toll Access Service," "ISP-bound Traffic," and "Section 251(b)(5) Traffic" shall have the meanings prescribed under Federal and State Law. In particular, the term "ISP-bound Traffic" incorporates the rebuttable presumption set forth in ¶ 79 of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order").

For each call, the jurisdictional classification as local, intralata or interlata toll shall be determined by the NPA-NXX of the calling party compared to the NPA-NXX of the called party, regardless of the physical location of the calling and called parties. The Parties acknowledge that NPA-NXX codes are associated with geographic exchanges.

The compensation regime set forth in this Agreement pertains to the transport and termination of traffic on the terminating Party's network. Nothing in this agreement obligates either Party to pick up traffic from the other Party's network.

1.0 COMPENSATION AGREEMENTS

1.1 Each Party will create and exchange the appropriate call records, and bill for termination charges for Traffic on a monthly basis, subject to conditions outlined in Paragraph 4. 1.2 The Parties agree to exchange Local Traffic at the following rates:

1.2.1 Local Traffic terminated within 3 to 1 ratio at \$0.0083114 per minute

1.2.2 Local Traffic terminated outside 3 to 1 ratio at \$.0.0007 per minute.

1.2.3 Toll Traffic at each Parties applicable tariff

1.2.4 If the Party with the lower volume of calls does not bill the other Party for any termination of Local Traffic, then the billing Party would bill all Local Traffic terminated at \$.0007 per minute. If the Party with the lower volume of calls bills the other Party for termination of Local Traffic, then the Party with the higher volume would bill up to 3 times that amount at \$.0083114 per minute and any remaining Local Traffic at \$.0007 per minute.

1.3 . Based upon the prior history of traffic exchanged between the parties, the parties agree to exchange local traffic under a Bill & Keep arrangement, until such traffic amounts to more then \$100 per month in useage fees at which time local traffic will be billed under the above listed rate subject to the terms of Section 1.2.4 above. .

2.0 CONFIDENTIALITY

The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party. The confidentiality and nondisclosure obligations of the Parties described above shall survive the termination of this Agreement and shall be binding on the Parties' successors and assigns. Parties agree that this agreement may be filed with the appropriate state commissions where applicable.

3.0 FORCE MAJEURE

The Parties shall comply with any applicable orders, rules or regulations of the FCC, appropriate Commissions and Federal and State law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting all taxes associated therewith, provided that the tax liability shall remain with the party upon whom it is originally imposed.

4.2 Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct a review of the other Party's data to give assurance of compliance with the provision of this Agreement. These reviews may consist of any examinations and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to charges or payments made in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting the review. The Party being reviewed will provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

4.3 The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay when due all undisputed amounts to the billing Party. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall thereafter pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute. Either party may assess a one time late payment fee of 1.5%, or the maximum non-usurious rate under applicable law, for any past due charges. Charges are past due if unpaid thirty (30) days following the date of the bill listing the amounts owed by the Customer. Late payment fees will be assessed on the next invoice.

5.0 TERM AND TERMINATION OF AGREEMENT

The terms of this Agreement are in effect for a period of twelve (12) months beginning on the date of execution. This Agreement shall automatically renew for periods of six months unless terminated with 60 days written notice by either Party. If either Party gives notice of intent to renegotiate under the Act, this Agreement will remain in place until superseded by a new agreement.

6.0 ASSIGNMENT

A Party may not assign this Agreement without the prior written consent of the other Party, which said consent shall not be unreasonably withheld or delayed. However, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigned Party. Any

such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

7.0 INDEMNIFICATION

Neither Party assumes any liability for any act or omission of the other in the furnishing of its services to its subscribers solely by virtue of entering into this Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act of omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection agreements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate parts which together will constitute a single, integrated Agreement.

This Agreement is executed this 16th day of May, 2002

TelNet Worldwide, Inc.

(Signature) [Signature]

TDS Metrocom,

(Signature) [Signature]

DATE 5/24/02

By: Mark Linnartz

By: Kevin G. Hess

Its: President

Its: Sr. Vice President Government & Regulatory Affairs

Address:

Address:

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